

ARRANGEMENT  
BETWEEN  
THE NUCLEAR REGULATORY COMMISSION  
OF THE  
UNITED STATES OF AMERICA  
AND  
THE CONSEJO DE SEGURIDAD NUCLEAR  
OF THE  
KINGDOM OF SPAIN  
FOR THE EXCHANGE OF TECHNICAL  
INFORMATION  
AND  
COOPERATION IN NUCLEAR SAFETY MATTERS

September 21, 2010

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The Nuclear Regulatory Commission of the United States of America (hereinafter called the NRC) and the Consejo de Seguridad Nuclear of Spain (hereinafter called the CSN), hereinafter referred to as the Parties;

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of nuclear safety, physical security and radiological protection;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on October 29, 1974, between the United States Atomic Energy Commission (USAEC) and the Spanish Junta de Energia Nuclear (JEN);

Having continued that cooperation under subsequent Arrangements for five-year periods on November 5, 1979, September 28, 1984, September 27, 1989, May 11, 1995, September 19, 2000, and May 23, 2005, and having indicated their mutual desire to continue the cooperation so established for another five years;

Have agreed as follows:

## **I. SCOPE OF THE AGREEMENT**

### **A. Exchange of Technical Information on Nuclear Safety and Radiological Protection**

To the extent that the USNRC and the CSN are authorized to do so by the laws, regulations and policy directives of their respective countries, the Parties agree to exchange the following types of technical information on the regulation of nuclear safety, physical security and radiological protection:

1. Generic reports, written by or for one of the Parties, based on or in support of regulatory decisions and policies.
2. Documents regarding significant authorization actions and decisions affecting nuclear facilities.
3. Detailed documents describing the NRC's process for authorizing and regulating certain facilities in the U.S. designated by the CSN as similar to certain facilities in Spain, and equivalent documents on such Spanish facilities.
4. Methodology and procedures for evaluation, inspection and control of nuclear and radioactive facilities, materials and practices, as well as the problems associated with the implementation of such methodology and procedures and the results of such regulatory practices.
5. Procedures applicable to oversight activities at nuclear facilities, as well as the results of such oversight activities, including baseline inspection programs, supplementary and special inspections, operational indicators, inspection findings and any other relevant information.
6. Information on confirmatory research that the Parties are authorized to disseminate and that is in the possession of or available to one of the Parties, including information on the technical areas of nuclear safety described in Annexes "A" and "B," which are incorporated into this document as part thereof. Each Party shall immediately send the other information on research results that require prompt attention in the interests of public safety, together with an indication of the significant implications.
7. Relevant information regarding planning, preparation and management of nuclear or radiological emergency situations.
8. Relevant information related to the physical security of nuclear facilities, nuclear materials and encapsulated radioactive sources, as well as the transportation of nuclear materials and other radioactive materials.
9. Reports on operational experience, such as reports on incidents, accidents and shutdowns, and compilations of historical data on the reliability of components and systems.

10. Prompt communication about major events, such as serious operational incidents and reactor shutdowns by government decision, which are of immediate interest to the Parties.

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11. Copies of regulatory standards that the Parties' regulatory organizations are required to meet or that have been proposed.

## **B. Cooperation on Nuclear Safety Confirmatory Research**

The cooperation on nuclear safety confirmatory research and development programs shall be considered on a case-by-case basis, and may be subject to a separate agreement if deemed necessary by the research organizations of either or both Parties. When such programs and projects are not subject to a separate agreement, the terms of cooperation may be established in an exchange of letters between the Parties' research organizations, and shall be subject to the terms and conditions of this agreement. The technical areas specified in such exchange of letters may be modified subsequently by mutual agreement.

## **C. Training and Assignments**

The temporary assignment of personnel by one Party to the other Party shall be considered on a case-by-case basis and, in general, shall require a separate letter of agreement. Unless otherwise agreed, the costs of the exchange will be borne by the Party that incurs them. The following are typical of, but not necessarily restricted to, the kinds of training and experience that may be provided:

1. Exchange of inspection personnel at operating reactors or reactors under construction; fabrication facilities; or other nuclear materials related facilities.
2. Participation in each Parties training courses.
3. Assignment of personnel for extended periods within either agency to work on staff duties and gain on-the-job experience.
4. Possible training assignments within the radiation control programs of interested NRC Agreement States.

## **II. EXCHANGE AND USE OF INFORMATION**

### **A. General**

The Parties support the widest possible dissemination of information provided, created or exchanged under this Arrangement, subject to the requirements of each Party's national laws, regulations and policies and the need to protect proprietary and other sensitive or privileged information, and subject to the provisions of the Intellectual Property Annex, hereby incorporated into this Arrangement.

B. Definitions

1. The term "information" means unclassified nuclear energy-related regulatory, safety, safeguards, waste management, scientific or technical data, including information on results or methods of assessment, research, and any other knowledge provided, created or exchanged under this Arrangement.

2. The term "proprietary information" means information provided, created or exchanged under this Arrangement which contains trade secrets or other privileged or sensitive commercial information (such that the person having the information may derive a commercial benefit from it or may have a commercial advantage over those who do not have it), and may only include information which:

- a. has been held in confidence by its owner;
- b. is of a type which is customarily held in confidence by its owner;
- c. has not been transmitted by the owner to other entities (including the receiving Party), except on the basis that it be held in confidence;
- d. is not otherwise available to the receiving Party from another source without restriction on its further dissemination; and
- e. is not already in the possession of the receiving Party.

3. The term "other confidential or privileged information" means non-classified information, other than "proprietary information," which has been transmitted and received in confidence under this Arrangement and is protected from public disclosure under the laws, regulations, or policies of the country of the Party providing the information, or is otherwise restricted by the provider.

C. Marking Procedures for Documentary Proprietary Information

A Party receiving documentary proprietary information pursuant to this Arrangement will respect the privileged nature of such information, provided that such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Arrangement dated September 21, 2010 between the Nuclear Regulatory Commission of the United States and the Consejo de Seguridad Nuclear of Spain and will not be disseminated outside these organizations, their consultants, contractors, and licensees, or concerned departments and agencies of the Government of the United States and the Government of the Kingdom of Spain, without the prior written approval of (name of transmitting Party). This notice will be marked on each page of any reproduction hereof, in whole or in part. These limitations will automatically terminate when the proprietary information is disclosed by the owner without restriction."

This restrictive legend will be respected by the Parties to this Arrangement. Proprietary information bearing this restrictive legend will not be made public or otherwise disseminated in

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any manner unspecified or contrary to the terms of this Arrangement without the prior written consent of the transmitting Party. Proprietary information bearing this restrictive legend will not be used by the receiving Party or its contractors and consultants for any commercial purposes without the prior written consent of the transmitting Party.

D. Dissemination of Documentary Proprietary Information

1. In general, proprietary information received under this Arrangement may be disseminated by the receiving Party without prior consent to persons within or employed by the receiving Party, and to concerned Government departments and Government agencies in the country of the receiving Party, provided:

- a. such dissemination is made on a case-by-case basis to persons or departments and agencies having a legitimate need for the proprietary information; and
- b. such proprietary information will bear the restrictive legend appearing in Section II.C. of this Arrangement.

2. Proprietary information received under this Arrangement may be disseminated by the receiving Party without the prior consent of the transmitting Party to contractors and consultants of the receiving Party located within the geographical limits of that Party's nation, provided:

- a. that the proprietary information is used by such contractors and consultants only for work within the scope of their contracts with the receiving Party relating to the subject matter of the proprietary information, and will not be used by such contractors and consultants for any other private commercial purposes; and
- b. that such dissemination is made on a case-by-case basis to contractors and consultants having a legitimate need for the proprietary information and who have executed a non-disclosure agreement; and
- c. that such proprietary information will bear the restrictive legend appearing in Section II.C. of this Arrangement.

3. With the prior written consent of the Party furnishing proprietary information under this Arrangement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted under the terms set forth in this Arrangement. The Parties will endeavor to grant such approval to the extent permitted by their respective national laws, regulations and policies, provided:

- a. that the entities receiving proprietary information under Section II.D.3. of this Arrangement, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, or to use nuclear and materials radiation sources, have a legitimate need for the proprietary information and have executed a non-disclosure agreement; and
- b. that the entities receiving proprietary information under Section II.D.3 of this Arrangement, including domestic organizations permitted or licensed by the receiving Party to construct or operate nuclear production or utilization facilities, will not use such proprietary information for any private commercial purposes; and
- c. that those entities receiving proprietary information under Section II.D.3. of this Arrangement that are domestic organizations permitted or licensed by the receiving Party, agree to use the proprietary information only for activities carried out under or within the terms of their specific permit or license.

E. Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A Party receiving under this Arrangement other confidential or privileged information will respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating:

- 1. that the information is protected from public disclosure by the government of the transmitting Party; and
- 2. that the information is transmitted under the condition that it be maintained in confidence.

F. Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in Section II.D, "Dissemination of Documentary Proprietary Information."

G. Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings organized under this Arrangement, or information arising from the assignments of staff, use of facilities, or joint projects, will be treated by the Parties according to the principles specified for documentary information in this Arrangement; provided, however, that the party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

H. Consultation

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Arrangement, it will immediately inform the other party. The parties will thereafter consult to define an appropriate course of action.

I. Other

Nothing contained in this Arrangement will preclude a Party from using or disseminating information received without restriction by a Party from sources outside of this Arrangement.

**III. FINAL PROVISIONS**

A. Nothing contained in this Arrangement will require either Party to take any action which would be inconsistent with its existing laws, regulations, and policy directives. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the Parties agree to consult before any action is taken.

B. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement.

C. The application or use of any information exchanged or transferred between the Parties under this Arrangement will be the responsibility of the Receiving Party, and the Transmitting Party does not warrant the suitability of such information for any particular use or application.

D. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are Parties to this Arrangement, but is available from other agencies of the governments of the Parties, each Party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing will not constitute a commitment of other agencies to furnish such information or to receive such visitors.

E. Unless otherwise agreed, all costs resulting from cooperation pursuant to this Arrangement will be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations is subject to the appropriation of funds by the appropriate governmental authority and to laws and regulations applicable to the Parties.

F. Any dispute or questions among the Parties concerning the interpretation or application of this Arrangement arising during its term will be settled by mutual agreement of the



Parties.

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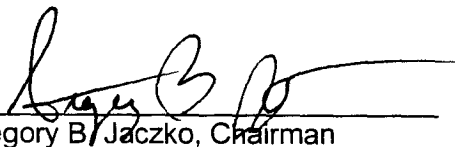
G. This Arrangement will enter into force upon signature and, subject to paragraph I of this Section, will remain in force for a period of five years. It may be extended for a further period of time by written agreement of the Parties.

H. Either Party may terminate this Arrangement after providing the other Party written notice 180 days prior to its intended date of termination.

I. All information protected by provisions of this Arrangement as proprietary or other confidential or privileged information will remain so protected for the duration of this Arrangement and indefinitely thereafter unless otherwise agreed by the Parties in writing.

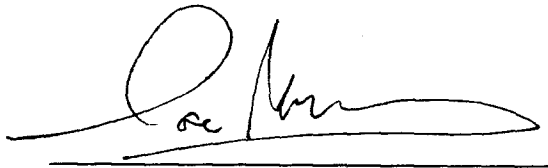
DONE at Vienna this 21<sup>st</sup> day of September 2010, in both the English and Spanish languages.

FOR THE NUCLEAR REGULATORY  
COMMISSION OF THE  
UNITED STATES OF AMERICA

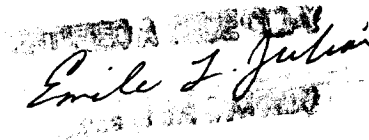


Gregory B. Jaczko, Chairman

FOR THE CONSEJO DE SEGURIDAD  
NUCLEAR OF THE KINGDOM OF  
SPAIN



Carmen Martinez-Ten, President



Emilio J. Julian

**Addendum "A"**

**NRC –CSN Safety Research Exchange**

**Areas In Which the NRC Is Performing or Sponsoring Safety Research**

1. Digital Instrumentation and Control;
2. Reactor and Electrical Equipment Qualification;
3. Environmental Transport;
4. Radionuclide Transport and Waste Management;
5. Dry Cask Storage and Transport;
6. Fire Safety Research;
7. Nuclear Fuel Analysis;
8. Severe Accident Analysis;
9. Operating Experience and Generic Issues;
10. Human Factors Engineering;
11. Organizational Factors/Safety Culture;
12. Human Reliability Analysis (HRA);
13. Probabilistic Risk Assessments;
14. Radiation Protection and Health Effects;
15. Seismic Safety;
16. State of the Art Risk Consequences;
17. Reactor Containment Structural Safety;
18. Reactor Vessel and Piping Integrity;
19. Regulatory Guide Update;
20. New and Advanced Reactor Designs;
21. Decommissioning;
22. Thermal Hydraulic Code Applications and Maintenance;
23. Uncertainty Analysis for Thermal Hydraulic Kinetics;
24. Coupled 3D Neutronic and Plant Thermal Hydraulics;
25. Medical Isotope Production;
26. Long-term Operational Management
27. Plant and Systems Operations

**ADDENDUM "B"**

**NRC – CSN Nuclear Safety Research Exchange Areas  
in Which the CSN is Performing or Sponsoring Safety Research**

1. Reactor and Electrical Equipment Qualification;
2. Environmental Transport;
3. Radionuclide Transport and Waste Management;
4. Dry Cask Storage and Transport;
5. Fire Safety Research;
6. Nuclear Fuel Analysis;
7. Severe Accident Analysis;
8. Human Factors Engineering;
9. Organizational Factors/Safety Culture;
10. Human Reliability Analysis (HRA);
11. Probabilistic Risk Assessments;
12. Radiation Protection and Health Effects;
13. Seismic Safety;
14. Reactor Containment Structural Safety;
15. Reactor Vessel and Piping Integrity;
16. Decommissioning;
17. Thermal Hydraulic Code Applications and Maintenance;
18. Uncertainty Analysis for Thermal Hydraulic Kinetics;
19. Coupled 3D Neutronic and Plant Thermal Hydraulics;
20. Long-term Operational Management

## **INTELLECTUAL PROPERTY ANNEX**

Pursuant to Section II. of this Arrangement:

### **I. General Obligation**

The Parties will ensure adequate and effective protection of intellectual property created or furnished under this Arrangement and relevant implementing arrangements. Rights to such intellectual property will be allocated as provided in this Annex.

### **II. Scope**

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Arrangement, except as otherwise specifically agreed by the Parties or their designees.

B. For purposes of this Arrangement, "intellectual property" will mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.

C. Each Party will ensure, through contracts or other legal means with its own participants, if necessary, that the other Party can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which will be determined by that Party's laws and practices.

D. Except as otherwise provided in this Arrangement, disputes concerning intellectual property arising under this Arrangement will be resolved through discussions between the concerned participating institutions, or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute will be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) will govern.

E. Termination or expiration of this Arrangement will not affect rights or obligations under this Annex.

### **III. Allocation of Rights**

A. Each Party will be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Arrangement. All publicly distributed copies of a copyrighted work prepared under this provision will indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in Section II. A above, will be allocated as follows:

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- (1) Visiting researchers will receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.
- (2)
  - (a) Any intellectual property created by persons employed or sponsored by one Party under cooperative activities other than those covered by Section II.B(1) will be owned by that Party. Intellectual property created by persons employed or sponsored by both Parties will be jointly owned by the Parties. In addition, each creator will be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.
  - (b) Unless otherwise agreed in an implementing or other arrangement, each Party will have within its territory a right to exploit or license intellectual property created in the course of the cooperative activities.
  - (c) The rights of a Party outside its territory will be determined by mutual agreement considering the relative contributions of the Parties and their participants to the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.
  - (d) Notwithstanding Section II.B(2)(a) and (b) above, if either Party believes that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws of the other Party, the Parties will immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date of the initiation of the discussions, cooperation on the project in question will be terminated at the request of either Party. Creators of intellectual property will nonetheless be entitled to awards, bonuses and royalties as provided in Section II.B(2)(a).
  - (e) For each invention made under any cooperative activity, the Party employing or sponsoring the inventor(s) will disclose the invention promptly to the other Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights in the invention. Unless otherwise agreed in writing, the delay will not exceed a period of six months from the date of disclosure by the inventing Party to the other Party.

## IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Arrangement, each Party and its participants will protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.